



State of Washington
Application for a Water Right

RECEIVED

SEP 13 2000

Please follow the attached instructions to avoid unnecessary delays.
Department of Ecology

For Ecology Use

Fee Paid 10.00

Date 9-14-00

Section 1. APPLICANT - PERSON, ORGANIZATION, OR WATER SYSTEM

Name Brackett's Landing Foundation Home Tel: (425) 743 - 3339
Mailing Address 5804 168th S.W. Work Tel: (Same)
City Lynnwood State WA Zip+4 98037 + FAX: (425) 743 - 4666

Section 2. CONTACT - PERSON TO CALL ABOUT THE APPLICATION

☐ Same as above

Name Duane Usitalo Home Tel: (425) 337 - 1508
Mailing Address 11614 42nd Dr SE Work Tel: (Same)
City Everett State WA Zip+4 98208 + FAX: () -
Relationship to applicant Foundation member, fisheries manager

Section 3. STATEMENT OF INTENT

The applicant requests a permit to use not more than 10.02 () gallons per minute or
cubic feet per second) from a ☒ surface water source or ☐ ground water source (check only one) for the purpose(s)
of operating a small fish hatchery. ATTACH A "LEGAL"
DESCRIPTION OF THE PLACE OF USE. (See instructions.) NOTE: A tax parcel number or a plat number is not
sufficient.

Estimate a maximum annual quantity to be used in acre-foot per year: 16

☐ Check if the water use is proposed for a short-term project. Indicate the period of time that the water will be needed:

From / / to / /

Section 4. WATER SOURCE

If SURFACE WATER	If GROUNDWATER
Name the water source and indicate if stream, spring, lake, etc. If unnamed, write "unnamed spring," "unnamed stream," etc.: Pond in Lund's Gulch Creek Number of diversions: 1	A permit is desired for well(s).
Source flows into (name of body of water): Back into Lund's Gulch Ck.	Size & depth of well(s):

LOCATION

Enter the north-south and east-west distances in feet from the point of diversion or withdrawal to the nearest section corner: 1375 feet west and 2000 feet north of the Southeast corner of Section 4

1/4 of	1/4 of	Section	Township	Range (E/W)	County	If location of source is platted, complete below:		
						Lot	Block	Subdivision
NW	S.E.	4	27 N	4 E	Snohomish	1	0	1

For Ecology Use Date Received: 9-14-2000 Priority Date: 9-14-2000
SEPA: Exempt/Not Exempt FERC License # Dept. Of Health #
Date Accepted As Complete 9/22/2000 By DDB Date Returned By WRIA: 8

Section 5. GENERAL WATER SYSTEM INFORMATION

- A. Name of system, if named: _____
- B. Briefly describe your proposed water system. (See instructions.)
Lund's Gulch Creek flows onto Jack Kendrick's property on the east end. The creek forms a shallow pond that drops a foot and a half at the outlet. We plan to put an intake in the pond, pump water to the fish house located nearby, run the water through the hatching and raising tanks, and then return the water to the pond & stream.
- C. Do you already have any water rights or claims associated with this property or system? ☐ YES ☒ NO
PROVIDE DOCUMENTATION.

Section 6. DOMESTIC/PUBLIC WATER SUPPLY SYSTEM INFORMATION (Completed for all domestic/public supply uses.)

- A. Number of "connections" requested: _____ Type of connection _____
(Homes, Apartment, Recreational, etc.)
- B. Are you within the area of an approved water system? ☐ YES ☐ NO
If yes, explain why you are unable to connect to the system. Note: Regional water systems are identified by your County Health Department.

Complete C. and D. only if the proposed water system will have fifteen or more connections.

- C. Do you have a current water system plan approved by the Washington State Department of Health? ☐ YES ☐ NO
If yes, when was it approved? _____ Please attach the current approved version of your plan.
- D. Do you have an approved conservation plan? ☐ YES ☐ NO
If yes, when was it approved? _____ Please attach the current approved version of your plan.

Section 7. IRRIGATION/AGRICULTURAL/FARM INFORMATION (Completed for all irrigation and agriculture uses.)

- A. Total number of acres to be irrigated: _____
- B. List total number of acres for other specified agricultural uses:
Use _____ Acres _____
Use _____ Acres _____
Use _____ Acres _____
- C. Total number of acres to be covered by this application: _____
- D. Family Farm Act (Initiative Measure Number 59, November 3, 1977)
Add up the acreage in which you have a controlling interest, including only:
‡ Acreage irrigated under water rights acquired after December 8, 1977;
‡ Acreage proposed to be irrigated under this application;
‡ Acreage proposed to be irrigated under other pending application(s).
1. Is the combined acreage greater than 2000 acres? ☐ YES ☐ NO
2. Do you have a controlling interest in a Family Farm Development Permit? ☐ YES ☐ NO
If yes, enter permit no.: _____
- E. Farm uses: Fish Hatchery Fry 1,000 coho
Stockwater - Total # of animals 11,000 Animal Type 10,000 chum (If dairy cattle, see below)
Dairy - # Milking _____ # Non-milking _____

Section 8. WATER STORAGE

Will you be using a dam, dike, or other structure to retain or store water?

☐ YES ☒ NO

NOTE: If you will be storing 10 acre-feet or more of water and/or if the water depth will be 10 feet or more at the deepest point, and some portion of the storage will be above grade, you must also apply for a reservoir permit. You can get a reservoir permit application from the Department of Ecology.

Section 9. DRIVING DIRECTIONS

I-5 North of Lynnwood, WA.

Provide detailed driving instructions to the project site.

From N. or S. on I-5 take Exit 183. Turn west on 164th. Stay on 164th until turns into 44th Ave. Look for 168th St. turn right. Stay on 168th until 48th Ave. Turn right (North) Crossover 164th St. 1/4 mile large wetland on the left. At the north end of the wetland is pond & stream.

Section 10. REQUIRED MAP

Jack Kendrick 15726 48th Ave W.

A. Attach a map of the project. (See instructions.)

Section 11. PROPERTY OWNERSHIP

A. Does the applicant own the land on which the water will be used?

☐ YES ☒ NO

If no, explain the applicant's interest in the place of use and provide the name(s) and address(es) of the owner(s):

Brackett's Landing Foundation needs a site for their fish hatchery. Jack Kendrick is a friend + member of our group.

Jack Kendrick 15726 48th Ave W. Edmonds, WA 98026

B. Does the applicant own the land on which the water source is located? 425-742-

☐ YES ☒ NO

If no, submit a copy of agreement:

7757

I certify that the information above is true and accurate to the best of my knowledge. I understand that in order to process my application, I grant staff from the Department of Ecology access to the site for inspection and monitoring purposes. Even though I may have been assisted in the preparation of the above application by the employees of the Department of Ecology, all responsibility for the accuracy of the information rests with me.

Diana Chesitelo
Applicant (or authorized representative)

4/10/00
Date

Jack W Kendrick
Landowner for place of use (if same as applicant, write "same")

4/10/00
Date

Use this page to continue your answers to any questions on the application. Please indicate section number before answer.

We are returning your application for the following reason(s):	
Examination fee was not enclosed	APPLICANT PLEASE RETURN TO CASHIER, PO BOX 5128, LACEY, WA 98509-5128
Section number(s) _____ is/are incomplete	APPLICANT PLEASE RETURN TO THE APPROPRIATE REGIONAL OFFICE
Explanation:	
Please provide the additional information requested above and return your application by _____ _____ (date).	

Ecology staff _____ Date _____

Ecology is an Equal Opportunity and Affirmative Action employer.

To receive this document in alternative format, contact the Water Resources Program at (360) 407-6604 (Voice) or (360) 407-6006 (TDD).

GROUND LEASE

This is a Ground Lease made by and between, JACK W. KENDRICK and MARILYN T. NORDGREN KENDRICK, as co-trustees of the Kendrick Family Revocable Living Trust dated October 22, 1999, as Lessor, and BRACKETT'S LANDING FOUNDATION, a Washington nonprofit corporation, as Lessee.

1. **PREMISES.** Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor the "Premises," as defined herein. The Premises consist of the "Land," and the "Appurtenances," as defined in this Lease.

A. **Land.** The Land is intended to be used as a site for the location of a fish hatchery and greenhouse. The Land consists of approximately 60 square feet. The land is a portion of the "Lessor's Property" described in Exhibit A. The land is marked in red on the attached Exhibit B.

B. **Appurtenances.** The Land is part of a residential parcel containing the Lessor's home, related residential improvements and a driveway serving the Lessor's home and adjoining properties. The Premises include the right to enter the Premises by foot or vehicle over the adjoining portions of Lessor's Property. The Premises include all of the Easements and Appurtenances now attached to the Land and any attaching hereafter, including but not limited to the following:

i. Use in common with the Lessor and others of the vehicular and pedestrian access over and across the driveway to and from the public street, 48th Avenue West;

ii. The right, subject to Lessee obtaining all applicable permits and governmental consents, to withdraw water from the pond located on the Lessor's Property;

iii. The right to construct a well within the area designated as "well site" on Exhibit B and to withdraw water from that well, subject to Lessee obtaining all necessary governmental consents and permits;

iv. The right to release water from the Lessee's operations into the ground, if necessary, if Lessee obtains all applicable governmental approvals and permits; and

v. The right to connect utilities, including water, electricity, storm sewer and sewer to the Premises.

C. **Water Right.** If Lessee constructs a well on the Lessor's Property, then Lessee's right to withdraw water from that well and the pond on Lessor's Property shall terminate upon the expiration without renewal or earlier termination of this Lease. Upon such expiration or earlier termination all such water rights and facilities shall revert to Lessor.

2. **PURPOSE.** The Premises are to be used for the purpose of constructing, operating, maintaining, replacing and repairing a fish hatchery, greenhouse, and activities related to the construction, operation and maintenance of a fish hatchery and greenhouse. The Lessee shall have the right to construct such improvements within the Premises, at the Lessee's sole expense as the Lessee deems necessary or desirable for the operation of a fish hatchery and greenhouse. The Lessee shall not use the Premises for any other purposes, without the express written consent of the Lessor.

3. **TERM.** The Term of this Lease shall commence on or about September 6, 2000, ("Commencement Date") and shall run for a period of ten (10) years ending on or about September 6, 2010. Upon the execution of this Lease, Lessee shall have the right to enter upon the Premises for the purposes of performing surveys, tests, and other such studies as Lessee deems necessary. During any such entry prior to the Commencement Date, Lessee shall coordinate with Lessor, so as not to interfere with Lessor's use of the Land. Lessee shall defend, indemnify, reimburse, and hold Lessor harmless from any and all claims arising out of Lessee's activities on the Premises prior to the Commencement Date.

4. **CONSIDERATION.** The Consideration for this Lease is the Lessee's agreement to undertake to obtain the permits and governmental consents required for construction and operation of the hatchery, greenhouse and, subject to obtaining all such permits and consents, to construct, maintain and operate the hatchery, all at Lessee's sole cost and expense. The Lessor acknowledges that the Lessee will expend substantial resources in the permitting process and that Lessee's agreement to do so is adequate and sufficient consideration to support this Lease.

5. **INSURANCE.** Lessor shall maintain liability insurance naming the Lessee as an additional insured. The liability insurance maybe provided through Lessor's homeowners coverage. The combined limits shall be no less than five hundred thousand dollars (\$500,000). The Lessee shall pay Lessor Forty dollars (\$40) per year during the term of this lease as reimbursement for the Lessee's share of insurance and taxes.

6. **HOLD HARMLESS.** Lessee covenants with Lessor that Lessor shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, damage to property of Lessee, or any other person during the Term of this Lease, from any cause whatsoever, arising out of the use, occupancy, or enjoyment of the Premises by Lessee or any person holding under Lessee, except to the extent of liability resulting from the actions or omissions of Lessor. Lessee agrees to defend, indemnify, reimburse, and Hold Lessor Harmless from all liability whatsoever on account of any such real or claimed damage or injury, and from all liens, claims and demands arising out of the use of the Premises and its facilities, or any

repairs or alterations which Lessee may make upon the Lease Premises. However, Lessee shall not be liable for, nor shall the foregoing indemnity and Hold Harmless relate to damage or injury occasioned by the actions or omissions of Lessor, Lessor's agents, contractors, employees or invitees. The obligation of Lessee to indemnify Lessor shall include reasonable legal fees and all other reasonable costs and expenses relating to any such claim or demand. Lessee shall have the obligation to assume the investigation, defense and settlement of any such claim or demand. The limits of any liability insurance shall not limit the liability of Lessee under this Lease.

7. **CONSTRUCTION OF IMPROVEMENTS.** Upon the execution of this Lease, Lessee shall diligently pursue the application and processing of all permits and other governmental consents necessary for the construction and operation of the fish hatchery and greenhouse. If Lessee is unable to obtain such permits and consents within six months (6), then, Lessee may terminate this Lease by written notice to Lessor. On or before six (6) months from the date of execution of this Lease, Lessee shall, at Lessee's sole cost and expense, take such steps as are necessary to cause "Commencement of Construction" of the "Lessee's Improvements" in accordance with this Lease. Lessee shall obtain, at Lessee's sole expense, all governmental approvals, permits and consents required for construction of Lessee's Improvements. After obtaining all necessary permits and consents, the Lessee shall promptly undertake construction of all such improvements and diligently pursue construction of the improvements. Lessee shall be responsible for the costs of constructing the hatchery and greenhouse. If Lessor and Lessee construct improvements to be used by both Lessor and Lessee, the costs shall be equitably apportioned between Lessor and Lessee. Lessee is granted a temporary construction easement to enter upon portions of the Lessor's Property immediately adjoining the Premises in order to construct the Lessee's Improvements. Lessee shall promptly remove all construction debris and shall restore the adjoining portions of Lessor's property to substantially the same condition they were in prior to the construction of Lessee's Improvements.

8. **HAZARDOUS SUBSTANCES.** The Lessor and Lessee recognize the liabilities associated with the use of and contamination by Hazardous Substances. The Lessor and Lessee agree to allocate those risks as provided in this Section 8. The Lessor and Lessee agree that the indemnifications, warranties and representations of this Section 8 shall survive the expiration and/or termination of the Lease. During the term of the Lease and any renewal, extension, or hold-over, Lessee shall not generate, process, store, transport, handle, dispose of or release, on, under, over, or in The Premises, whether by Lessee directly or through Lessee's agents, contractors, employees, subtenants, or invitees any Hazardous Substances, except in compliance with Environmental Law. The Lessee shall defend, hold harmless, reimburse and indemnify the Lessor from and against any and all Environmental Liability arising out of any breach of the Lessee's covenants.

A. **Environmental Law.** The term "Environmental Law" means any federal, state, or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C.

Sec. 9601-9675, The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6906 et. seq., The Toxic Substance Control Act, 15 U.S.C. Sec. 2601-2671, The Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801-1813, The Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251-1387, The Clean Air Act, 42 U.S.C. Sec. 7401-7642, The Safe Drinking Water Act, 42 U.S.C. Sec. 300F-300J-26, The Solid Waste Disposal Act, 42 U.S.C. Sec. 6901-6992K, The Coastal Zone Management Act, 16 U.S.C. Sec. 1451-1464, The Washington Model Toxics Control Act, RCW Ch. 70.105D, the Washington Clean Air Act, RCW Ch. 70.94, The Washington Clean Air Act, RCW Ch. 70.94, The Washington Water Control Statute, RCW Ch. 90.48, The Washington Safe Drinking Water Act, RCW Ch. 70.119A, The Washington Hazardous Waste Management Act, RCW Ch. 70.105, The Washington Shoreline Management Act, RCW Ch. 90.58, RCW 90.76, and The Occupational Safety and Health Act, 29 U.S.C. Sec. 651 et. seq., as such laws have been or may be amended or supplemented, and any other federal, state or local regulations governing environmental matters which may be applicable.

B. Hazardous Substance. The term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste or material, which is defined as such by or becomes regulated under any Environmental Law, and petroleum products. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, and/or genetic abnormalities.

C. Environmental Liability. "Environmental Liability" means any and all costs and liabilities resulting from any claim or demand, arising from environmental conditions on the property, or the release or threatened release, of a Hazardous Substance into the environment, in connection with the property, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, including any Environmental Law, permit, environmental lien, order or agreement with any governmental authority, including but not limited to the following: all liabilities; obligations; responsibilities; Remedial Actions; losses; natural resource damages; damages to other properties; damages; punitive damages; consequential damages; treble damages; costs and expenses (including without limitation, all reasonable fees of counsel, disbursements and expenses of counsel, expert and consulting fees and costs of investigation and feasibility studies); fines; penalties and monetary sanctions, interest; regardless of whether such claims are direct or indirect, known or unknown, absolute or contingent, past, present or future.

D. Remedial action. "Remedial Action" means all actions required by any governmental authority under any Environmental Law to: i) clean up, remove, treat, or in any other way address Hazardous Substances; ii) prevent the release or threatened release or minimize any further release so that Hazardous Substances do not migrate or endanger or threaten to endanger public health or welfare or the environment; or iii) perform pre-remedial studies and investigations or post-remedial monitoring care.

E. **Notice.** Lessee shall immediately provide notice to Lessor, if Lessee becomes aware of any of the following:

i. The occurrence or threatened occurrence of a violation of any Environmental Law on the Real Property including The Premises;

ii. A release or threatened release on the Real Property including The Premises of any Hazardous Substance in violation of Environmental Law;

iii. The investigation by any governmental authority evaluating any release or threatened release of a Hazardous Substance in connection with the Real Property including the premise; and

iv. Judicial or administrative proceedings pending alleging a violation of any Environmental Law in connection with the Real Property including The Premises.

F. **Lessor's Indemnification.** The Lessor warrants and represents to the Lessee that during the term of the lease and any renewal extension or holdover the Lessor will not generate, process, store, transport, handle, dispose of or release, on, under, over or within the Lessor's Property, whether by Lessor directly or through Lessor's agents, contractors, employees or other tenants or invitees, any Hazardous Substances, except in compliance with Environmental Law. The Lessor further represents that as of the Commencement Date the Lessor has no knowledge of the existence of any Hazardous Substances within Lessor's Property, except substances that are in compliance with Environmental Law. The Lessor shall defend, hold harmless, reimburse and indemnify the Lessee from and against any and all Environmental Liability arising out of any breach of the Lessor's warrants or representations.

G. **Survival.** The Lessor's and Lessee's obligation to indemnify shall survive the expiration or termination of the Lease.

9. **OWNERSHIP OF IMPROVEMENTS.** All alterations, additions and improvements constructed by the Lessee shall remain the property of the Lessee. Lessee shall remove all such improvements from the Premises on or before the Termination Date of this Lease, at the Lessee's sole cost and expense, unless Lessor requests in writing that Lessee leave such improvements in place. If Lessor requests that Lessee leave such improvements in place, then ownership of such improvements shall revert to Lessor. If Lessor does not request that Lessee leave such improvements in place, then the Lessee shall restore the surface of the Premises to substantially the same grade and condition as the Premises were in prior to the Commencement Date.

10. **UTILITIES.** Lessee shall have the right to connect to the existing utilities serving the Lessor's Property. The Lessee shall pay an equitable portion of the charges for such utilities based upon Lessee's actual usage.

11. **LIENS AND INSOLVENCY.** Lessee shall keep the Premises, the Land and Lessor's Property, free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Lessee. The Lessee is not an agent in fact for the Lessor for the purposes of making any improvements hereunder. If liens are filed and/or the Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may terminate this lease at Lessor's option. Regardless of whether or not the lease is terminated, the Lessee shall be responsible for all costs, attorney's fees, damages, and/or judgments incurred or resulting from said liens being filed.

12. **ASSIGNMENT AND SUBLETTING.** Lessee shall not voluntarily or by operation of law transfer all or any part of Lessee's interest in this Lease, whether by assignment, conveyance, mortgage, sublease, or other transference or encumbrance, without Lessor's prior written consent. Lessors consent may not be arbitrarily withheld. Any attempted transfer, without Lessor's consent shall be void and shall constitute a breach of the Lease.

13. **HOLD-OVER.** If after the expiration of the term of this Lease the Lessee shall continue in possession with the written consent of Lessor, then such tenancy shall be a month to month tenancy, which may be terminated upon twenty (20) days written notice. In any holdover period Lessee shall be bound by all of the terms, covenants, and conditions of the lease, as far as applicable.

14. **COSTS AND ATTORNEYS FEES.** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorneys fees in connection therewith. The prevailing party in any litigation shall be entitled to its costs of searching title. If a lawsuit is commenced to enforce any of the provisions of this Lease, the parties agree that jurisdiction and venue may be placed in the Superior Court for Snohomish County, Washington.

15. **DEFAULT AND RE-ENTRY.** If Lessee shall violate or default in any of the covenants or other provisions of this Lease, then the Lessor may terminate the Lease, if Lessee fails to cure the default within twenty (20) days of written notice. However, if Lessor has given notice and Lessee has commenced and is diligently pursuing cure of such default within the notice period, then the Lease shall not be terminated, so long as Lessee diligently pursues the cure to completion. Upon such termination Lessor may re-enter and take possession of the Premises.

16. **REMOVAL OF PROPERTY.** If the Lessor re-enters or takes possession of the Premises, the Lessor shall have the right, but not the obligation, to remove from the premises all personal property located therein. Upon any termination of this Lease, all improvements, including but not limited to Lessee's Improvements, shall become the property of Lessor. Lessor may store personal property in any place selected by Lessor, including but not limited to a public

warehouse, at the expense and risk of the Lessee. Lessor shall have the right to sell such stored property, after notice to Lessee, after it has been stored for a period of thirty (30) days or more. Lessor shall give written notice of sale to Lessee at least fifteen (15) days prior to such sale by regular mail, mailed to Lessee at the address specified in Section 17 of this Lease. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of any sums of money which may then be due from Lessee to Lessor under this lease, the balance, if any, shall be paid to Lessee. If the proceeds are not sufficient to pay the Lessor the sums owed to the Lessor, then the Lessee shall be liable for any deficiency. This remedy is cumulative to the other remedies of Lessor hereunder. Lessee hereby waives any claim against Lessor for property sold by Lessor pursuant to Lessor's claim hereunder.

17. **NOTICES.** Any notice required by this lease shall be mailed by regular mail to the address designated below. Either party may change its address by written notice. Notices shall be deemed received three (3) days after posting. At the election of the sender, any notice may be sent by registered or certified mail with a return receipt request.

LESSOR'S ADDRESS:

Jack W. Kendrick and
Marilyn T. Nordgren Kendrick
15726 48th Avenue West
Edmonds, WA 98026

LESSEE'S ADDRESS:

Brackett's Landing Foundation
ATTN: Frances Murphy
5804 168th S.W.
Lynnwood, WA 98037

18. **TRANSFER OF LESSOR'S INTEREST.** If Lessor transfers Lessor's interest, the Lessor named herein shall be relieved from all liability for the Lessor's obligations to be performed subsequent to the transfer. The obligations contained in this lease to be performed by Lessor shall be binding on Lessor's successors and assigns, only during their respective periods of ownership.

19. **MISCELLANEOUS.** No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible be cumulative with all other remedies at law or in equity. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any right shall not be construed to be a waiver or relinquishment. Time is of the essence in the performance of each provision of this Lease. Each provision of this lease performable by Lessee shall be deemed both a covenant and a condition. This lease shall be construed and enforced according to the laws of the State of Washington and at the option of either Lessor or Lessee, jurisdiction and venue for any controversy may be placed in the Superior Court for Snohomish County, Washington. The voluntary or other surrender of this lease by Lessee or a mutual cancellation thereof, shall not work a merger. Any such surrender shall, at the option of the Lessor, terminate all or any existing sub-tenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such sub-tenancies.

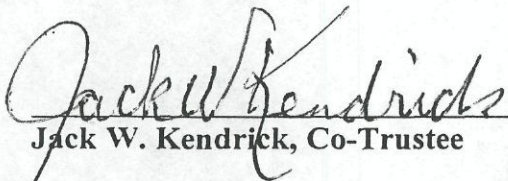
20. **OCCUPANCY AND ACCEPTANCE OF PREMISES.** Lessee acknowledges that Lessor has made no representations regarding fitness for use of the Premises for Lessee's purposes. Lessee has investigated the Premises and all governmental rules, regulations, ordinances and statutes, including zoning pertaining to the Premises, and Lessee is satisfied that the Premises may be used for Lessee's purposes.

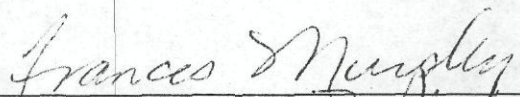
21. **MEMORANDUM.** This Lease shall not be recorded. However, Lessor agrees to execute and deliver to Lessee a Memorandum of Lease substantially in the form of Exhibit C attached to this Lease. The Lessee may record the Memorandum at the Lessee's expense.

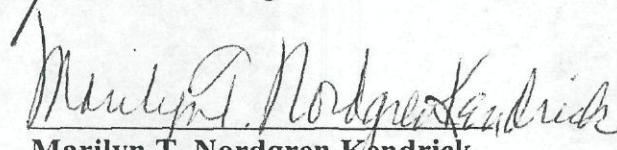
IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LESSOR: KENDRICK FAMILY
REVOCABLE LIVING TRUST
DATED OCTOBER 22, 1999**

**LESSEE: BRACKETT'S LANDING
FOUNDATION, a Washington Nonprofit
Corporation**


Jack W. Kendrick, Co-Trustee

By: 
Frances Murphy, Its President

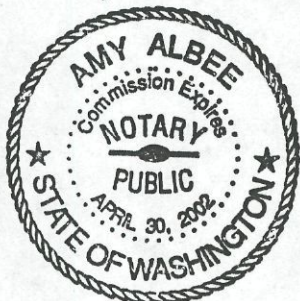

Marilyn T. Nordgren Kendrick,
Co-Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

LESSORS ACKNOWLEDGMENT

On this day personally appeared before me Jack W. Kendrick and Marilyn T. Nordgren Kendrick to me known to be the individuals described in and who executed the foregoing instrument in their capacity as co-trustees of the Kendrick Family Revocable Living Trust dated October 22, 1999, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of September, 2000.



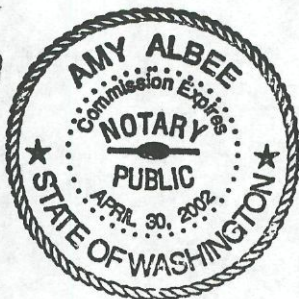
Amy Albee
Notary Public in and for the
State of Washington, residing
at Orting, WA. My
appointment expires April 30, 2002

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

LESSEES ACKNOWLEDGMENT

I certify that I know or have satisfactory evidence that Frances Murphy is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Pres of Brackett's Landing Foundation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 8th day of September, 2000.



Amy Albee
Notary Public in and for the
State of Washington, residing
at Orting, WA. My
appointment expires April 30, 2002

**EXHIBIT A
LEGAL DESCRIPTION**

The Lessor's Property is described as follows:

Lot 1 of Snohomish County Short Plat No. ZA8908336SP recorded under Snohomish County Auditor's File Number 9104190350, and described as:

The South one-third of the South one-half of Tract 47, MEADOWDALE TEN ACRE TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 32, records of Snohomish County;

EXCEPT the East 10.00 feet thereof deeded to Snohomish County for road purposes, by Deed recorded under Recording No. 2192652.

EXCEPT the West 95.43 feet of the North 30.00 feet; and

EXCEPT the West 130.43 feet lying South of the North 30.00 feet.

TOGETHER WITH AND SUBJECT to an access and utilities easement over the North 30.00 feet.

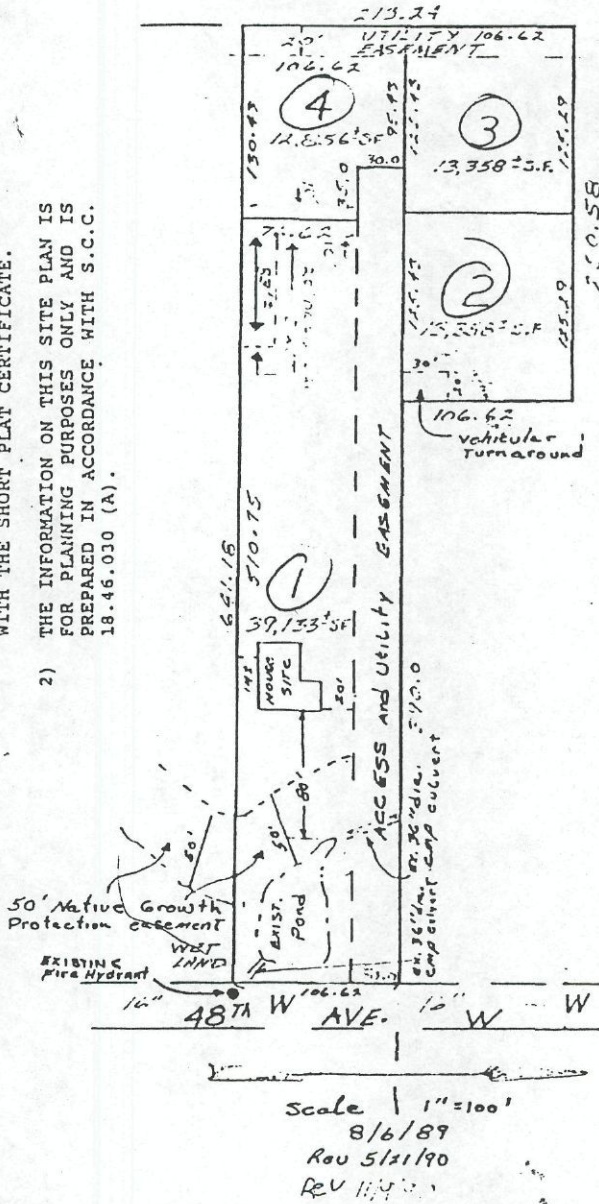
SUBJECT TO all easements, restrictions and reservations.

Situate in the County of Snohomish, State of Washington.

SHORT PLAT MAP

NOTE:

- 1) THIS DOES NOT REPRESENT A FIELD SURVEY. PARCELS ARE REVEALED BY LEGAL DESCRIPTION AND IN ACCORDANCE WITH THE SHORT PLAT CERTIFICATE.
- 2) THE INFORMATION ON THIS SITE PLAN IS FOR PLANNING PURPOSES ONLY AND IS PREPARED IN ACCORDANCE WITH S.C.C. 18.46.030 (A).



A. "All lots within this short subdivision shall take access from the private road provided herein. No lot shall take direct access from 48th Ave. W., a County Road".

B. No clearing, grading, or filling of any kind, building construction or placement, or road construction shall occur within any "Native Growth Protection Easement" except for necessary utility installations. Removal of trees by the property owner shall be limited to those which are dead, diseased, or hazardous. No adjustment to the boundary of this easement shall occur without further environmental review by Snohomish County.

I hereby certify that this short subdivision complies with the requirements therefore pursuant to Snohomish County Code Title 20, will serve the public use and interest, meets applicable zoning and land use controls, that the subdivider has provided all of the required documentation and certification. These facts have been found to exist and are exhibited in the file therefore, this short subdivision is hereby approved, subject to signature by the Planning Director or his designee below.

Approved

Date

This action shall become effective if, within five working days, this declaration and short plat thereof, are filed for record with the auditor of Snohomish County.

File No. ZA

SP

Revised: 1-14-88

EXHIBIT
B

SNOHOMISH COUNTY, WASHINGTON

